Reply To Pre-Bid Queries For Deployment of Manpower for Project Monitoring Consultants (PMC) and review of documents for the proposed 100 MLD STP at Mylasandra.

IFT No:No. BWSSB/ CE(UWP)/ ACE(WWM-P-West)/ DCE (WWM-E&W) /TA-2/326/2025-26. Dt: 13.01.2026.

Indent Number: BWSSB/2025-26/SE0072

Sl.No	Tender Reference /Vol./ Clause No/	Page No	As per Tender Specification	Queries / Clarification Requested	Reply
1.			Firm having worked in this region is desirable. (Mentioned in the RFP, Point No. 7)	Experience limited to the same geographical region should not be treated as a qualifying condition. This criterion should considered desirable only, and firms with proven experience in similar projects executed across other states and regions should be treated at par.	Noted read as firm having experience in this field
2			Experience of the permanent personnel who are with the firm for not less than 12 months is preferred. (Mentioned in the RFP, Point No. 9)	The requirement that key personnel must be associated with the firm for a minimum period of twelve (12) months is unduly restrictive. Eligibility should be based on relevant qualifications and project experience of personnel, irrespective of the duration of their association with the firm.	Tender condition Prevails. This condition is valid for key professional.
3			The firm should have a well-established	The requirement of a pre-existing well-should be revised to allow the successful bidder to establish and operationalize a fully functional	Confirmed office should be established within

<table>
<tr><td></td><td></td><td></td><td></td><td>project office in Bengaluru within a defined and reasonable time period after award of work</td><td>15 days of issue of work order</td></tr>
<tr><td>4</td><td></td><td></td><td>Bidders are not allowed to form firm joint venture or consortium with other bidders. (Mentioned in the RFP, Point No. 5)</td><td>Complete restriction on joint ventures or consortium arrangements is technically counter productive. The clause should allow bidders to associate with specialist agencies as sub-consultants, while retaining a single lead bidder with full contractual and technical responsibility</td><td>Tender condition Prevails</td></tr>
<tr><td>5</td><td>Appendix – I
Page No: 13</td><td></td><td>2.2 Table 1

Technical Evaluation (1st stage Technical Evaluation of the Proposal)

<table><tr><th>Sl. No</th><th>Particulars</th><th>Marks</th></tr><tr><td>1</td><td>Experience of consultant
Experience in providing Project Management Consultancy Services for a large waste water treatment project (with ASP/SBR/latest technology) including project management, program controls, project planning and budgeting, QA/QC, risk management, design management, construction</td><td></td></tr></table></td><td>We kindly request the authority to take into consideration the ongoing work, which has been completed up to 80%.</td><td>Tender condition Prevails</td></tr>
</table>

			management, and facility commissioning. The project must be completed within last 5 years. Up to 50 MLD 09 51 MLD to 100 MLD 15 Greater than 100 MLD 20		
6	Appendix – I Page No: 13		Firms should have a well-established office in Bangalore. Documentary proof shall be submitted along with Bids.	We kindly request consideration of the undertaking requiring the firm to establish an office after the award of work.	Confirmed office should be established within 15 days of issue of work order
7	Tender Document, Page 7 of 67, Section 2: Information to Consultants (ITC); Clause no. 2.9		Consultant's Key persons CV's already engaged in any other projects shall not be considered for Technical Proposal, same will be treated Nil in evaluation.	During the bidding stage, bidders generally propose CVs of key personnel who may be engaged on multiple assignments but are willing and available to work on the project if awarded. The nature of their engagement is typically determined based on the project requirements, i.e., full-time or intermittent involvement, as applicable. Accordingly, we kindly request you to remove this clause, as it may unduly restrict bidder participation and does not reflect standard industry practice at the bidding stage.	Noted after the start of project it should be single project
8	Tender Document, Page 8 of 67, Section 2: Information		It is desirable that the majority of the key professional staff proposed should be permanent staff of the firm. The Permanent staff will be considered those employed with	We kindly request you to allow the engagement of suitably qualified freelancers for key positions, subject to fulfillment of the prescribed qualification and experience	Tender condition Prevails.

	to Consultants (ITC); Clause no. 4.4 (b)		the firm for at least 6 months and above.	requirements Kindly allow	
9	Tender Document, Page 12 of 67, Section 3: Datasheet; Clause no. 1.7		The last date and time of submission is 16.02.2026 upto17.00 hrs, and date of opening is on 17.02.2026 at 17.30 Hrs	We request you to kindly consider granting an extension of the tender submission date by a further three (3) weeks from the present scheduled deadline of 16.02.2026 at 17:00 hrs The requested extension would enable wider participation and facilitate the submission of more responsive and competitive bids.	Tender condition Prevails.
10	Tender Document, Page 13 of 67, Section 3: Datasheet; Appendix – 1: Eligibility Criteria		5. Bidders are not allowed to form Joint venture or Consortium with other bidders	Kindly consider permitting Joint Venture/Consortium arrangements, as allowing the same would facilitate wider participation and enable the submission of technically stronger and more competitive bids through the combination of complementary expertise and experience.	Tender condition Prevails.
11	Tender Document, Page 13 of 67, Section 3: Datasheet; Appendix – 1: Eligibility Criteria		10. Firms should have a well-established office in Bangalore. Documentary proof shall be submitted along with Bid	We kindly request you to remove this requirement, considering the limited participation options for competent firms that do not have an office in Bangalore. Removing this condition would encourage wider participation and allow highly qualified firms to submit competitive bids	Confirmed office should be established within 15 days of issue of work order

12	Tender Document, Page 13 of 67, Section 3: Datasheet; Appendix – 1: Eligibility Criteria		11. The consultants shall be registered and working/worked with BWSSB or any other Water Boards in India in similar projects. Documentary proof shall be submitted along with Bid	We understand that any consultant who has worked/working with BWSSB or any other Water Boards/PHED etc. in India in similar projects, will be eligile under this criterion Kindly clarify	Noted and Confirmed.
13	Section 3: Datasheet; Eligibility Criteria (1.4.1)		As per GST norms this consultancy service is excluded from GST	Request clarification on whether the quoted amount should be inclusive or exclusive of any applicable taxes. If GST exemption applies, kindly provide the relevant notification or circular for reference	APT is exclusive of GST
14	Section 3: Appendix-1, Table 1 – Financial Criteria		The firm should have achieved in at least two financial years a minimum financial turnover of Rs. 273.52 lakhs in last 5 financial years	Please clarify whether the turnover of Rs. 273.52 lakhs should be achieved in each of the two years separately, orif it is the cumulative tumover across two years	In each year
15	Section 3: Appendix-1, Eligibility Criteria (Point 2.1, Item (i))		Experience in providing Project Management Consultancy Services for a large wastewater treatment project (with ASP/SBR/latest technology) including project management, program controls, project planning and budgeting, QA/QC risk management, design management, construction management, and facility commissioning. The project must be completed within last 5 years	Request clarification on whether "completed" means the project must be fully commissioned and handed over, or if projects under progress/final stages of completion are also acceptable. Also, kindly clarify if similar experience in STP projects with different technologies (eg.. MBBR MBR) will be considered equivalent	Confirmed MBBR/MBR Technologies will be considered but it is to be commissioned

16	Section 2, ITC Clause 4.4 (e)		Replacement during execution period shall not be permitted other than natural calamities like death or severe health issues. In such cases only penalty of 5% on each replacement will not be charged	Please clarify the base amount on which the 5% penalty will be calculated (total contract value, monthly remuneration of the replaced personnel, or other). Also, kindly confirm if replacement due to client-requested removal is exempt from penalty	No penalty on client request
17	Section 6, TOR – Payment Schedule, Item-2		The payment for construction supervision and monitoring shall be made proportionately in accordance with the R.A. bills raised by Contractor in the project for actual work done (Financial).	Request clarification on the payment mechanism if the contractor delays in raising RA bills or if there are disputes in bill certification. Will the consultant's payment be held up in such scenarios, or will an alternative payment mechanism be applicable?	Payment is based on contractors RA Bills.
18	Section 6, TOR – Inspection of Materials		The payment for inspection of materials and equipment shall be reimbursed by Contractor (Travel, DA and Food) at actual depending on visits and this cost should not be included in quoted price	Please clarify the reimbursement procedure and timeline will the consultant invoice the contractor directly, or will BWSSB facilitate the reimbursement? Also, kindly specify if pre-approval is required for such inspection visits	a. Tender condition Prevails. b. For the inspection pre approval is must
19	Section 3, Appendix-1 – Eligibility Criteria (Point 2.1, Item (x))		Firms should have a well-established office in Bangalore. Documentary proof shall be submitted along with Bid	Kindly clarify what constitutes "well-established" -minimum years of operation in Bangalore, minimum office area, or minimum staff strength. Also, please specify acceptable documentary proof (e.g. rent agreement, ownership documents, utility bills)	Confirmed office should be established within 15 days of issue of work order
20	Section 6, TOR – Timeline (Point 5.0)		Work execution from the date of commencement of works by the contractor and also as per the award of the respective works contract period	Request clarification on the consultant's mobilization timeline if the contractor's mobilization is delayed. Will the consultant's contract period be adjusted accordingly, or will	Commencement from the date of work order issued to consultants

				it commence from the date of consultant's LOA?	
21	Section 1, IFT – Pre-Bid Meeting		Pre-Bid Meeting: Not specified in the tender document	Request BWSSB to organize a pre-bid meeting to clarify technical and commercial aspects of the RFP. This will help bidders submit more accurate and responsive proposals	Please refer KPPP Portal
22	Section2: Information To Consultants (ITC), Cl 2.9, Page No. 7		Consultant's Key persons CV's already engaged in any other projects shall not be considered for Technical Proposal, same will be treated Nil in evaluation.	In large PMC assignments, key professionals are often engaged across multiple projects with defined deployment commitments. We request clarification that **key experts currently engaged in other projects may be considered**. Kindly confirm whether such an approach shall be acceptable instead of treating such CVs as NIL.	Noted and confirmed. Section2: Information To Consultants (ITC), Cl 2.9, Page No. 7 is deleted
23	Section2: Information To Consultants (ITC), Cl 4.4, Page No. 8		(e) Replacement during execution period shall not be permitted other than natural calamities like, death or sever health issues. In such cases only penalty of 5% on each replacement will not be charged.	Due to heavy attrition rates and current volatile market conditions, we request the client to remove this clause. Kindly consider.	Request raised from the successive firm will be examined.
24	Part 2: Financial Proposal, Cl. 4.7, Page No. 8,9 AppendixC2-FinancialProposal (Pricebid), Page No. 32.		The Financial Proposal should follow Standard Forms. It lists all costs associated with the Assignment, including(a) remuneration for staff and (b)Duty travel to site, (c) Office supplies, utilities and communication, reports/ documents printing. All these quotes includes Insurance, taxes etc.. as a part of the total cost.	Kindly clarify whether **local transportation, site travel within project area, vehicle hiring, fuel costs** etc. are to be **included in lump-sum quote** or treated as **reimbursable at actuals**.	Confirmed quotes inclusive of all

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<tr>
<td>25</td>
<td>Data Sheet, Cl 1.4.1, Page No. 12</td>
<td></td>
<td>As per GST norms this consultancy service is excluded from GST.</td>
<td>Kindly Confirm, under which provisions or notifications under GST Laws, the GST is not applicable for this Contract / Tender as RFP only mentions that "As per GST norms this consultancy service is excluded from GST".

Please clarify, if GST Department / Authority decides / adjudicates that GST is applicable for this Contract / Tender and levy the GST along with penalty and interest on the Consultant, then whether BWSSB will reimburse the same to the Consultant and indemnify the Consultant in this regard.</td>
<td>According to Commercial Tax Department Notification No.12/2017, all services are subject to a nil rate of GST under the definition of a pure service. The quoted rate should exclude the GST, which will be charged separately as per the prevailing applicable laws.</td>
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<tr>
<td>26</td>
<td>Sub Table 2 – Weightage of Points for Qualification and Experience of Key Personnel likely to be deployed, Page No.14</td>
<td></td>
<td>Sub Table 2 – Weightage of Points for Qualification and Experience of Key Personnel likely to be deployed:-
<table>
<tr><th>S. No</th><th>Key Personnel/ Experts</th><th>Points</th></tr>
<tr><td>1</td><td>Environmental Engineer cum Team Leader</td><td>15</td></tr>
<tr><td>2</td><td>Process Engineer and Hydraulics Engineer</td><td>10</td></tr>
<tr><td>3</td><td>Geotechnical Engineer</td><td>10</td></tr>
<tr><td>4</td><td>Structural Engineer</td><td>10</td></tr>
<tr><td>5</td><td>Mechanical Engineer</td><td>5</td></tr>
</table>
</td>
<td>We understand that the CVs of these 7 evaluated positions are only required to be submitted in the Technical Proposal. Please confirm.</td>
<td>Confirmed</td>
</tr>
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			6 Electrical Engineer 5 7 Instrumentation Engineer 5 **Sub Total 60** **Grand Total 100**		
27	Schedule Of Payment, Breakup of Activities, Page No. 18		Review of Contractor's designs and drawings: 40% Construction/ Laying of Pipeline Supervision and Monitoring: 60%	Each invoice of consultant is payable **within 30 days** from the date of invoice. **Kindly confirm.**	Tender condition prevails.
28	Schedule Of Payment, Item-2, Page No. 19		Item-2 -Quality Supervision Monitoring on equal monthly instalments- 60% of Contract Price The payment for construction supervision and monitoring shall be made proportionately in accordance with the R.A. bills raised by Contractor in the project for actual work done (Financial). Based on the executed cost in the particular period, consultancy fee for the payment shall be worked out in accordance with the approved consultancy fee. (In %) shall be paid. The payment shall be made on monthly basis.	We request the client to consider PMC Consultancy Fee in equal monthly instalments instead of considering based on contractor progress.	Tender condition prevails.
29	Inspection Of Materials During Construction		Inspection Of Materials During Construction Period: The payment for inspection of materials and	• We understand that inspection of materials during the construction period refers to inspections at vendor/manufacturer sites. Kindly confirm.	Tender condition prevails.

	Period, Page No. 19		equipment shall be reimbursed by Contractor (Travel, DA and Food) at actual depending on visits and this cost should not be included in quoted price.	• Kindly clarify whether **travel, DA/TA and food expenses** incurred by PMC for inspection of materials are to be **claimed directly from the works contractor or routed through BWSSB.**	
30	Section-6 Terms Of Reference, Page No. 33 To 38		General Query: Section-6Terms Of Reference Scope includes supervision, witnessing of tests, factory inspections	Kindly clarify whether the PMC's role in testing is **limited to witnessing, verifying, and certifying tests conducted by the works contractor through approved laboratories**, or if the PMC is required to **conduct or arrange any tests independently**	Tender condition prevails.
31	8.0 Conditions, Page No. 37		i. The PMC firm shall also include a minimum necessary office and support staff. The support staff may be asked to be withdrawn with due prior notice in case of stoppage of work for short duration for reasons beyond control. The PMC shall replace any staff on instruction by Client for poor performance etc.	• In view of continuous site supervision requirements, we request BWSSB/Contractor to kindly consider providing a site office (fully or partially furnished) for the PMC team . • In case the entire site office setup is required to be arranged by the PMC, we request that the cost towards site office setup, including rent and utilities, may kindly be considered as a reimbursable component. • The RFP Scope involves supervision and inspection of civil, mechanical, and electrical works; however, no specific site/support staff positions or numbers are defined. Kindly clarify the expected number, roles/designations, and	• Site space will be provided • NA • To be deployed based on the requirement

				discipline-wise requirement of support/field staff to be deployed by the PMC.	
32	8.0 Conditions, Page No. 37 Special Conditions of Contract , Cl. 2.3, Page No. 62		v. Due to any reason what so ever beyond the control of client, if the work extend beyond 24 months based on the situation, BWSSB may take appropriate action in this regard and Consultants shall not claim extra financial implication upto next 12 months. 2.3 Project Completion is (24) months from the effective date of Contract.	We understand that there is an ambiguity in the project completion period, please clarify whether period of project completion is 24 months or 36 months. Please confirm.	Noted. Read as project completion period 36 months
33	8.0 Conditions, Page No. 37		v. Due to any reason what so ever beyond the control of client, if the work extend beyond 24 months based on the situation, BWSSB may take appropriate action in this regard and Consultants shall not claim extra financial implication upto next 12 months.	Due to any reason beyond the control of client, if the work extends beyond the mentioned completion period, **client will provide additional applicable fee for the additional extended period.** This would help in reducing the financial burden on the Consultant and smooth completion of the project. **Kindly include suitable Price escalation clause.**	Tender condition prevails.
34	8.0 Conditions, Page No. 37		v. Due to any reason what so ever beyond the control of client, if the work extend beyond 24 months based on the situation, BWSSB may take appropriate action in this regard and Consultants shall not claim extra financial implication upto next 12 months.	Kindly clarify whether **extended duration requires continued deployment of key and support staff at no additional cost**, and whether **reduced manpower deployment would be permitted** during low-activity periods	Will be confirmed to the successful firm

35	9.0, The Qualification and Experience Required for Key Staff, Note No. 5, Page No. 42		Administrative staff personnel (as per Consultant requirement) are also not evaluated in Technical Proposal. But the financials of these positions are not considered in Financial Proposal.	There appears to be **ambiguity** as administrative/support staff costs are **neither evaluated technically nor considered financially**. Kindly clarify whether **costs of administrative/support staff are to be included in the lump-sum quoted price** or deemed to be provided by the Client	Quotes inclusive of all
36	9.0, The Qualification and Experience Required for Key Staff, Note No. 8, Page No. 42		8. No Mobilization payment is admissible under the PMC.	Kindy consider **10% of the Contract Value** as Mobilization advance against submission of Advance Bank guarantee. Kindly confirm.	Tender condition prevails.
37	General Conditions Of Contract , 2.6.2 By the Consultants, Page No.52		2.6.2 By the Consultants: The Consultants may terminate this contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this clause 2.9.2.	Kindly Include the below mentioned under this clause of the GCC: The Consultant has the right to terminate in the following instances: a. The Consultant should be able to Terminate this Agreement if the client becomes insolvent, is placed into administration, receivership, or liquidation, commences proceedings to be wound up, enters into any voluntary arrangement with its creditors, or on the happening of any similar event according to the laws of its domicile.	Tender condition prevails

				b. Consultant has the right to terminate the Contract if the Client does not pay the Consultant under this Contract within a period of 45 days after receipt of notice of default from the Consultant, however we suggest that the timeline be reduced from 60 to 30 calendar days.	
38	General Conditions Of Contract, 8.3. Accountability, Page No. 59		8.3.1. The detailed project report / tender documents / designs of the structure / part of a structure shall be to the standards. Deficiency in the designs / structural designs / detailing if any will be the responsibility of the consultant whether noticed during construction / part completion of a particular structure / component or completion of the entire structure. 8.3.2 The additional cost if any for implementing any change or rectifications due to fault or deficiency in design will have to be borne by the design consultant. 8.3.3 In addition BWSSB reserves the right to recover the performance security amount vested with BWSSB in the form of Bank guarantee given by the consultant against performance guarantee.	Kindly delete this clause.	Tender condition prevails

39	General Conditions Of Contract, 9. Penalty, Page No. 59		The client reserves the right to levy an additional penalty upto 10% of the total consultancy fee for non-performance of a particular task / entire task in accordance with the programme furnished by the consultant. The penalty will be deducted from each bill received from the consultant	Kindly delete this clause.	Tender condition prevails
40	Special Conditions of Contract, 3.3.1 Limitations of Consultant's liability, Page No. 62		3.3.1 Limitations of Consultant's liability towards the Employer. (a) Except in case of fraud or willful misconduct on the part of the Consultants or on the party of any person or firm acting on behalf of the consultants in carrying out the services, the consultants, with respect to damage caused by the consultants to their Employer's property, shall not be liable to the Employer: (i) For any indirect or consequential loss or damage; and (ii) For any direct loss or damage that exceeds (A) the total payments for professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants here under, or (B) the proceeds the Consultants may be entitled to receive from any increase maintained by	Notwithstanding anything else contained anywhere in this Agreement, Consultant's maximum liability under this Agreement shall be restricted to the fees paid to consultant as on the date liability arises and is intimated in writing to consultant.	Tender condition prevails

			The Consultants to cover such a liability, which ever of(A)or(B)is higher. (b) This limitation of liability shall not affect the consultants' liability, if any, for damage to Third parties caused by the consultants or any person or firm acting on behalf of the consultants in carrying out the services.		
41	The Qualification and Experience required for Key Staff, Page No. 15-18, 9.0 The Qualification and Experience Required for Key Staff, Page No. 39-42 And Schedule B, Page No. 66-67		**Schedule B** e. Mechanical Engineer-12 man months f. Electrical Engineer-12 man months g. Instrumentation Engineer	Manmonths indicated for these positions in the Tables "The Qualification and Experience required for Key Staff" & "9.0 The Qualification and Experience Required for Key Staff" are not matching with Schedule B table. We understand that the bidder should consider Man month indicated in Schedule B. Kindly Confirm.	Confirmed. Consider Man month as indicated in Schedule B
42	General		General	Please clarify whether PMC is required to provide site safety engineers, or the contractor will deploy safety team and PMC will monitor.	Tender condition prevails.

43	General		General	Kindly provide the **current status of the works** for the Manpower for Project Monitoring Consultants (PMC) and review of documents for the Proposed 100 MLD STP at Doddabele. Please clarify whether the **works contractor has already been appointed and mobilized**, or if mobilization is yet to commence. This information will help in planning deployment of PMC personnel.	Award of work is under process
44	General		General	Kindly clarify whether any expenses incurred during execution-such as extended site travel, local transportation, office rent, or other exceptional out-of-pocket expenses—are reimbursable, or whether all such costs are deemed to be included in the quoted lump-sum fee.	Quotes inclusive of all
45	General		Price Adjustment	For this long duration assignment of 36 months duration, kindly consider a price adjustment **for all Key Experts, Non-Key Experts, support staff for every 12 months of project duration as per RBI indices. Please consider**.	Tender condition prevails.
46	General		Delayed Payment Interest	Please include the below mentioned clause:- In the event that the payments are made in scheduled time, the client shall pay a monthly interest of 2% higher than prime lending rate ruling on the due date, for the actual period of	Confirmed to the successful firm

				delay.	
47	General		Deviations/Variations & Deliverables clause	Please include the below mentioned clause:- A total of ___ no. of engineering revisions and total of ___ no. of hard-copy deliverables are considered in Contract Value. Any additions to it for reasons not attributable to TCE shall be charged extra.	Tender condition prevails
48	General		Consultant's Deliverables	Please include the below mentioned clause:- Consultant deliverables should be accepted / commented upon within ___ days since Consultant submits the same. In the event of non-confirmation in such stated time, the deliverables shall be deemed accepted & will automatically become eligible for full payment.	Tender condition prevails
49	General		Compensation Validity	Please include the below mentioned clause:- The consultant's compensation under the Agreement shall be valid till ___(Date). If Project gets extended beyond this date for reasons not attributable to consultant; consultant's compensation for balance scope of Project shall be escalated at ___% per annum year on year.	Confirmed to the successful firm
50	General		Additional Services	Please include the below mentioned clause:- Any services performed by the consultant	Confirmed to the successful firm

				beyond the agreed scope in the Contract shall be charged extra.	
51	Last Date and time for Receipt of Tenders		16.02.2026, 17:00	We request you to consider **at least 1 week extension** for Proposal submission from the receipt of Response to all Bidders' Queries. **Please confirm.**	Tender condition prevails
52	APPENDIX-1 Eligibility Criteria: 1 P. No 13		The Firm must have an office in India, operating for minimum last 10 Years and should be registered under Indian companies Act 1956 (certificate of Incorporation and PAN Card must be furnished with technical proposal)	We respectfully request the Authority to allow Partnership Firms registered under the Indian Partnership Act, 1932, to be considered eligible under this clause. Partnership Firms are legally are recognized and are widely permitted in Government procurements across departments such as Railways, MoRTH. NHAI, PHED, and ULBs. In line with GFR 2017 (Rule 144 Fair Competition), eligibility conditions should avoid restrictive criteria based solely on registration type, we further request that firms with a minimum of 7 years of relevant experience may also be considered eligible, as our firm possesses proven experience in similar assignments	To be read has the firm should be register under India Act 1956 / 1932 (certificate of Incorporation and PAN Card must be furnished with technical proposal) other necessary documents also. Firms with a minimum of 7 years of relevant experience also considered.
53	APPENDIX-1 Eligibility Criteria: 7 P. No 13		"Firm having worked in this region is desirable."	Kindly consider modifying the eligibility condition stating that firm having worked in this region is desirable. We request that firms having relevant experience anywhere in India may also be considered eligible. Many firms with pan-India experience have successfully	Noted read as firm having experience in this field

				executed similar and infrastructure consultancy projects across diverse geographical and regulatory environments and their inclusion would enhance competition and bring in wider technical expertise without affecting project outcomes.	
54	APPENDIX-1 Eligibility Criteria: 8 Pg. No 13		Experience of personnel in consultancy organization shall only be considered.	We request the authority to kindly consider broadening this criterion to also include personnel with relevant experience in water supply. sewerage, sewage treatment plants (STP, wastewater Infrastructure. EPC contractors, utilities, government water boards, and reputed water-sector organizations, provided such experience is directly related to design, construction, supervision, commissioning, or operation of STP/water projects. This will allow participation of highly experienced domain experts whose technical expertise is sector-specific and essential for successful execution of the project, respective of whether their prior experience was gained strictly within consultancy organization	Tender condition prevails.
55	APPENDIX-1 Eligibility Criteria: 9 Pg. No 13		Experience of the permanent personnel who the firm for not less than 12 months shall considered are with only be considered.	In professional consultancy practice, key personnel are often engaged based on the specific requirements and specialization of a project and may not necessarily be on the consultant's payroll prior to bid submission. Their engagement is typically project-driven a	Tender condition prevails

				and sourced from the open market. In this contest, we request the Authority to consider allowing key personnel to be formally appointed at the time of award, instead of mandating prior 12-month fall-time employment, while ensuring full-time deployment and complete contractual responsibility during the assignment. Kindly consider.	
56	APPENDIX-1 Eligibility Criteria: 10 Pg. No 13		Firms should have a well-established office in Bangalore. Documentary proof shall be submitted along with Bid.	We request you to kindly reconsider the condition requiring firms to have a well-established office in Bangalore at the time of bidding we therefore request that this clause be relaxed to allow firms to establish a local office in Bangalore within a stipulated period after issuance of the Letter of Award (LOA). A declaration of intent to set up the office, if selected, can be submitted along with the bid. This approach will ensure wider participation without compromising project execution or local presence.	Office should be established within 15 days of issue of work order.
57	Section 2- Information to consultant 4.4(b) Pg. No 08		It is desirable that the majority of the key professional staff proposed should be permanent staff of the firm. The Permanent staff will be considered those employed with the firm for at last months and above.	The RFP states that it is desirable for the majority of key professional staff to be permanent employees. We request the authority to kindly consider that, in specialized STP and water infrastructure consultancy assignments, experienced domain experts are often engaged on a project-specific or contractual basis to	Tender condition prevails.

				meet technical requirements. We therefore request that key professionals proposed exclusively for the project, even if not on the permanent payroll, be considered acceptable based on their relevant experience and firm commitment	
58	2.2, Table-1 Technical Evaluation (1st stage Technical Evaluation of the Proposal) Pg. No 13 & 14		Experience in providing Project Management Consultancy Services for a large waste water treatment plant project (with ASP/SBR/latest technology including project management, program controls, project planning and budgeting, QA/QC, risk management, design management, construction management and facility commissioning. The project must be completed within last 5 years Upto 50 MLD 51 MLD 100 MLD Greater than 100 MLD	We request the authority to kindly consider including ongoing wastewater/STP projects of comparable scale and complexity, as well as sewerage and sewer network projects involving planning, design management, construction supervision QA/QC and commissioning for the purpose of experience evaluation. Such projects involve similar technical, managerial, and operational competencies and would allow recognition of relevant and current project experience.	Tender condition prevails
59	Particulars of tender Pg No. 02		Last date and time for receipt of tender 16.02.2026 at 17:00 Hrs	The RFP specifies the last date and time for receipt of tender documents as 16-02-2026 at 17:00 Hrs. In view of the complexity of the assignment, detailed technical requirements and coordination, we kindly request the authority to consider granting a two-week extension, i.e, 03-03-2026 to the bid submission deadline to enable bidders to submit well-considered and competitive proposals.	Tender condition prevails

60	SECTION-I INVITATION FOR TENDER (IFT) 5. Pg. No 05		Earnest Money Deposit shall be paid through any one of the forms OTC, NEFT, DEBIT CARD and CREDIT CARD through Karnataka Public Procurement only. The value of the bid Security/EMD is as mentioned in the table above in column no.05	We respectfully request the Authority to also considered the submission of EMD in the form of a Bank Guarantee (BG) issued by a scheduled/nationalized bank, valid for the prescribed period in addition to the modes already specified.	Tender condition prevails
61	Particulars of Tenders		Tender submission date 16.02.2026	As BWSSB is holding Pre-Bid meeting on 04.02.2026 thus Bid submission date may please be extended at least till 21 days after Pre-Bid Queries are responded by BWSSB.	Tender condition prevails
62	Financial Criteria: RFP Page13/67		The firm should have achieved in at least two financial years a minimum financial turnover of Rs.2.73 Cr in last 5 financial years	Considering the nature of work and expertise required, financial **criteria shall be raised to Rs 25 Cr from Rs 2.73 Cr**	Tender condition prevails
63	The Qualification and Experience Required for Key Staff – RFP Page 16/67		Role & Responsibility - Geotechnical & Structural Engineer	There seems **mismatch in role & responsibility** of these 2 positions. **Needs to be duly corrected as per Schedule-B.**	Same as in roles and responsibilities
64	The Qualification and Experience Required for Key Staff – RFP Page 17/67		Instrumentation Engineer for office and Site – 2 No	We understand that the design team and field team are separate **as per Schedule-B.**, and therefore the qualification criteria should also be distinct. We also understand that only the design staff will be considered for evaluation. **Please clarify if the two staff for each discipline are for office and site.**	Confirmed. As per schedule B

<table>
<tr>
<td>65</td>
<td>The Qualification and Experience Required for Key Staff – RFP Page 17/67</td>
<td></td>
<td>Team Leader

Process and Hydraulic Engineering</td>
<td>We request to allow for other equivalent PG qualification such as Water Resources, Chemical Engineering etc.</td>
<td>Noted and Confirmed</td>
</tr>
<tr>
<td>66</td>
<td>Schedule of payment – Sr No 2 RFP page 18/67</td>
<td></td>
<td>Review & Clearance of Contractor's designs and drawings: 40% of Contract price

<table>
<tr><th>Sr. No.</th><th>Particulars</th><th>Percentage to be released</th></tr>
<tr><td>1</td><td>On review of Process Design and Drawings</td><td>8%</td></tr>
<tr><td>2</td><td>On review of Mechanical, GA Drawings</td><td>8%</td></tr>
<tr><td>3</td><td>Electrical and Instrumentation GA Drawings</td><td>8%</td></tr>
<tr><td>4</td><td>On review of Structural Drawings</td><td>8%</td></tr>
<tr><td>5</td><td>On Completion of Equipment Inspection</td><td>8%</td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td>Total</td><td>40%</td></tr>
</table>
</td>
<td>The % assigned for each task as per RFP are not properly defined. We suggest following payment breakup for Consultant's smooth cashflow.

<table>
<tr><td>Basic Engg Package Review</td><td>10 % (R0/First Review 5% + Final Approval 5%)</td></tr>
<tr><td>MEICA (Mech, Elect, Instru) drawing and document Review</td><td>15 % (Pro-rata basis) (R0/First Review 5% + Final Approval 10%)</td></tr>
<tr><td>Civil Structural Design Drawing Review</td><td>10% (Pro-rata Basis) (R0/First review 5% + Final Approval 5%)</td></tr>
<tr><td>Equipment Inspection</td><td>5 % (Pro-rata Basis)</td></tr>
<tr><td>Total</td><td>40 %</td></tr>
</table>
</td>
<td>Tender condition prevails</td>
</tr>
<tr>
<td>67</td>
<td>Schedule of payment – Item No 2 – RFP</td>
<td></td>
<td>Item-2 -Quality Supervision Monitoring on equal monthly installments- 60% of Contract Price</td>
<td>The foot note below table and subsequent paragraph are contradicting.

The Consultant's payment shall not be linked in</td>
<td>Confirmed. construction supervision and</td>
</tr>
</table>

	page 19/67		The payment for construction supervision and monitoring shall be made proportionately in accordance with the R.A. bills raised by Contractor in the project for actual work done (Financial). Based on the executed cost in the particular period, consultancy fee for the payment shall be worked out in accordance with the approved consultancy fee. (In %) shall be paid. The payment shall be made on monthly basis.	any manner to the Contractor's physical or financial progress. Any delay attributable to the Contractor shall have **no bearing** on the Consultant's scope of work, responsibilities, or payment, as the Consultant shall be providing field staff strictly as per the stipulated requirements. The Consultant shall **not be held responsible** for the Contractor's progress or delays arising therefrom. Accordingly, the Consultancy Fee for Quality Supervision and Monitoring shall be paid in **36 equal monthly instalments**, amounting to **60% of the total Contract Price**, irrespective of the Contractor's performance or progress.	monitoring shall be made in accordance with the progress of contractor's R.A. bills
68	Page 4,13 & 33/67		Project duration – 36 Months	We understand that project duration is **36 months (33 months for construction and 3 months for commissioning)** Many places in the RFP mentioned other than 36 months.	Confirmed. Project duration is **36 months (33 months for construction and 3 months for commissioning)**
69	General – Scope of work – RFP page 56/67		Consultant has to review the proposals submitted by the Contractor for the process	What is the timeline for appointment of contractor? What is the tentative timeline for appointing Consultants?	Award of work is under process. Immediately.

70	Penalty – Sr No 9 – RFP page 59/67		The client reserves the right to levy an additional penalty up to 10% of the total consultancy fee for non-performance of a particular task / entire task in accordance with the programme furnished by the consultant. The penalty will be deducted from each bill received from the consultant	As Consultant's review will be solely depend upon contractor's performance and adherence to project timelines, **the penalty clause in consultant's contract may please be deleted.** If not deleted than, there should be a overall cap to the penalty and it should apply to delays only. We request to modify the clause as below; *The client reserves the right to levy an additional penalty of 0.5% of the fee attributable to the relevant milestone per week of delay, upto a maximum of 10% of the total consultancy fee in the aggregate, for delays solely and directly attributable to the Consultant.*	Tender condition prevails
71	General		Office for Consultant's Field Staff	We understand that furnished Office for Consultant's Field staff will be made available by BWSSB at the project site as "Free of Costs". Consultant already has design office in Bangalore	It shall be read as office space will be provided for PMC staff.
72	GCC 3,4		Insurance to be taken out by the Consultants: The Consultants(a) shall **take out and maintain,** and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultant's, as the case may be) own cost but on terms and conditions	Instead of "Insurance to be taken out and maintain". It should be "Insurance to be maintained".	Tender condition prevails

			approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such **insurance has been taken out and maintained** and that the current premiums have been paid.		
73	SCC 3.4		Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy; Third Party liability insurance, with a minimum coverage for Rs.10.00 lakhs for the period of Consultancy.	Third party Liability with coverage of Rs 10 Lac, not as minimum. Request to delete "Employer's liability and also the other insurances"	Tender condition prevails
74	SCC 3.4		Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii)the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.	Equipment purchased for the project, equipment owned by us, and all documents we prepare remain entirely at our own risk. It is our internal decision whether or not we choose to insure these assets. We do not wish to create any contractual requirement obligating us to insure them.	Tender condition prevails
75	Field Staff – RFP page 67/67		Deployment of Field Staff Mech, Electrical & Instrumentation Engr is for 18 month in 36 months project duration.	We understand that this deployment will commence at an appropriate project stage but once deployed their continuity will be maintained for 18 months. Any requirement	Will be confirmed to the successful firm

				beyond continuous 18 months deployment will be treated as an additional inputs by the consultant and BWSSB will pay as an extra.	
76	Design team & Field Supervision Team -RFP 66 & 67- SCHEDULE B		Design Team & Field Supervision Team.	1. We understand that the experience and Man months of Design & Field Supervision Team shall be as per SCHEDULE B of RFP. 2. Safety Engineer position shall be included/added under the Field Supervision Team.	Consider Man month as indicated in Schedule B
77	New Clause 6, SCC		Request to add new clause 6 in the SCC - Special Conditions of Contract	For a consultancy contract, aggregate liability should not be uncapped as provided in Cl 3.3.1 of Special Conditions of Contract. Also, consequential loss waiver should apply in the whole. Thus, Jacobs proposes the following; Notwithstanding anything to the contrary contained anywhere, Consultant's aggregate liability under the Contract, howsoever caused, shall not exceed the total consultancy fee. Notwithstanding anything to the contrary, neither Party shall be liable for any indirect, consequential, special or punitive damages, howsoever caused.	Not considered
78	Appendix-1, Eligibility Criteria,		The company should not be a loss making in last 5 years (2020-21 to 2024-25) Documentary proof -shall be submitted along	We request to reframe the clause as below The company should not be a loss making in last 3 years (2022-23 to 2024-25). Documentary	Tender condition prevails

	Point no. 12		with Bid	proof shall be submitted along with Bid As you are well aware, there was a global battle against the COVID-19 corona virus between 2020 and 2021. Due to these disruptions and lockdown procedures, all projects could not be completed in these two years. We would also like to highlight that we have been long associated with BWSSB and have successfully executed numerous assignments for BWSSB in the past. We very keen to continue our association and participate in future opportunities. In this regard, we humbly request your kind consideration for the above relaxation	
79	Section-3, Appendix-1 Eligibility Criteria, Table 1 Technical Evaluation		I. Experience of consultant (i) Experience in providing Project Management Consultancy Services for a large waste water treatment project (with ASP/SBR/latest technology Including project management, program controls project planning and budgeting, QA/QC, risk management design management, construction management, and facility commissioning. The project must be completed within last 5 years. Up to 50 MLD	We kindly request to amend the following Clause (i) Experience in providing Project Management Consultancy Services for a large waste water treatment project/Sewerage and Sewage Treatment Projects/Common Effluent Treatment Plants (with ASP/SBR/latest technology) including project management, program controls, project planning and budgeting, QA/QC, risk management, design management, construction management, and facility commissioning. The project must be	Tender condition prevails

			51 MLD to 100 MLD Greater than 100 MLD	The project must be completed within last 10 years. Up to 20 MLD 21 MLD to 50 MLD Greater than 50 MLD	
80	ITC 4.4 b & 9.0 The Qualification and Experience Required for Key Staff		It is desirable that the majority of the key professional staff proposed should be permanent staff of the firm. The Permanent staff will be considered those employed with the firm for at least 6 months and above All key professional staff shall be permanent employee of the firm for not less than 6 months in the organization.	Request to Clarify number of permanent professional staffs are required those employed with the firm for at least 6 months and above.	Key professionals as mentioned in PQ
81	Section 3		The last date and time of submission is 16.02.2026 upto 17.00 hrs, and date of opening is on 17.02.2026 at 17.30	We would therefore request your kind office to make necessary arrangement to extend the submission deadline by 15 working days after	Tender condition prevails

	Data Sheet: 1.7			issue of the minutes of the Pre-Bid meeting. This will help all with an opportunity to prepare and submit required bid in an appropriate manner	

Chief Engineer(UWP)
BWSSB

AGE (WWM-Project)-West
BWSSB